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PATRICK CURTIN



**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

LANGUAGE LINE SERVICES, INC., a  
Delaware Corporation,

**Plaintiff.**

16

VS

LANGUAGE SERVICES ASSOCIATES,  
LLC, a Pennsylvania Corporation; WILLIAM  
SCHWARTZ, an individual; and PATRICK  
CURTIN, an individual

**Defendant**

Case No. 10-cv-02605-JW

**STIPULATION CLARIFYING SCOPE OF  
PRELIMINARY INJUNCTION AS IT  
RELATES TO DEFENDANT PATRICK  
CURTIN**

Judge: Hon. James Ware

Defendant Patrick Curtin ("Curtin") and Plaintiff Language Line Services, Inc. ("Language Line") (collectively the "Parties") enter the following stipulation clarifying the scope of the Preliminary Injunction issued on July 13, 2010 (ECF Doc. 50), as it relates to Curtin, with reference to the following facts:

A. On June 14, 2010, Language Line initiated the instant action against Curtin, his colleague Defendant William Schwartz, and their then employer Defendant Language Services Associates, LLC ("LSA") (collectively "Defendants"). Language Line alleged various claims against Defendants based on the allegation that Defendants had improperly obtained and used

1 alleged confidential customer information in the form of a "September 2009 Report." The  
 2 September 2009 Report contained a list of 1,219 entities with whom Language Line alleged it had  
 3 done business in the language interpretation industry.

4       B.      On June 14, 2010, Language Line sought a Temporary Restraining Order and  
 5 Preliminary Injunction. On July 13, 2010, the Court issued a Preliminary Injunction enjoining  
 6 Defendants from certain activity related to the entities set forth on the September 2009 Report,  
 7 including, *inter alia*:

8             Contacting, communicating, soliciting, dealing, or doing business with any of the  
 9 customer [sic] or their representatives appearing on the Brian List, the September  
 10 2009 Report, or any other document or records containing any of Plaintiff's Trade  
 11 Secrets, except where Defendant LSA has an existing contractual relationship  
 12 with such a customer that was not obtained using any of Plaintiff's Trade Secrets,  
 13 and only to the extent necessary for Defendant LSA to satisfy its currently  
 14 existing contractual obligations to that customer.

15             (Order Granting Plaintiff's Application for Preliminary Injunction; Nominating Special Master,  
 16 p. 10 ¶ D(3) (ECF Doc. 50, 7/13/10).)

17       C.      Curtin is no longer employed by LSA. Curtin has left the language interpretation  
 18 industry and is in the process of identifying potential new employers in other industries. The  
 19 Parties seek to reach agreement on the scope of the conduct enjoined by the Preliminary Injunction,  
 20 as it relates to Curtin's potential new employment. As used in this Stipulation the term  
 21 "employment" means a position for hire whether as an employee or independent contractor, and  
 22 the term "employee" means an employee or independent contractor.

23             NOW, THEREFORE, with reference to the above-stated facts, the Parties hereto agree and  
 24 stipulate to the following:

25       1.      Curtin represents and warrants that: (1) he no longer works for LSA; (2) he has left  
 26 the language interpretation industry, and (3) is in the process of identifying potential new  
 27 employers in other industries. As used in this Agreement, the term "language interpretation  
 28 industry" means the business of providing or arranging for the providing of language interpretation,  
 translation and/or localization services (a "language interpretation provider") through any means,  
 media or technology now or hereafter devised.

29       2.      The Parties agree and stipulate that the language of the July 13, 2010 Preliminary

1 Injunction (ECF Doc. 50) (including, without limitation, paragraph D(3) at p. 10) does not preclude  
2 Curtin from working for, or doing business with, the entities set forth on the September 2009  
3 Report or in any other document or records containing any of Plaintiff's Trade  
4 Secrets (as defined in the Preliminary Injunction), provided the work is unrelated to, and is outside  
5 of, the language interpretation industry. Notwithstanding the foregoing, Curtin may not use or  
6 disclose any of the Language Line Trade Secrets for any purpose.

7           3. Within five (5) business days of obtaining new employment with a customer on the  
8 September 2009 Report, Curtin will notify the Special Master (under his authority as the Special  
9 Master in this litigation) through his legal counsel of the new employment, including the name of  
10 the employer/commissioning party and his position and responsibilities.  
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12       4. The Parties further agree and stipulate that any dispute over the scope of the conduct  
13 enjoined by the Preliminary Injunction, as it relates to Patrick Curtin's potential or actual  
14 employment, shall be resolved by first raising the issue with Special Master Tom Denver (so long  
15 as he remains appointed to this action by the Court).

16        5.     Should the Preliminary Injunction be dissolved, this stipulation shall terminate.

17     Should the Preliminary Injunction be modified to exclude one or more of the entities set forth on

18     the September 2009 Report, the limitations imposed on Curtin herein shall not apply to that and/or

19     those entities.

**21** SO STIPULATED.

22 | Dated: September 8, 2011

OGLETREE, DEAKINS, NASH, SMOAK &  
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25 DANIELLE OCHS-TILLOTSON  
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1 Dated: September 8, 2011

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Defendant BRYAN LUCAS

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Dated: September 8, 2011

MURPHY ROSEN MEYLAN & DAVITT LLP

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